



State of Missouri

DEPARTMENT OF INSURANCE, FINANCIAL INSTITUTIONS & PROFESSIONAL REGISTRATION

IN THE MATTER OF:

Ashley Sasz Kisslinger,

Renewal Applicant.

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Case No. 10-0726549C

REFUSAL TO RENEW INSURANCE PRODUCER LICENSE

On August 5, 2010, Mary S. Erickson, Senior Enforcement Counsel and Counsel to the Consumer Affairs Division, submitted a Verified Petition to the Director alleging cause for refusing to renew the insurance producer license of Ashley Sasz Kisslinger. After reviewing the Petition and the file, including the health insurance applications referenced herein, the Director issues the following findings of fact, conclusions of law, and summary order:

FINDINGS OF FACT

1. Until at least May, 2010, Ashley Sasz Kisslinger ("Sasz Kisslinger") resided at 5816 Cobblestone Court, Jefferson City, Missouri, 65101, and declared Missouri as her domicile state for purposes of her insurance producer license.
2. On or about June 8, 2010, Sasz Kisslinger notified the Department that Texas is her domicile state for licensure.
3. On or about June 30, 2010, Sasz Kisslinger notified the Department of Insurance, Financial Institutions & Professional Registration ("Department") that she now resides in the state of Texas at 4106 Windy Woods Court, Kingwood, Texas 77345-1287.
4. The Department issued an insurance producer license to Sasz Kisslinger on August 14, 2006, No. 0376449, which was renewed on August 15, 2008.
5. On or about July 20, 2010, Sasz Kisslinger requested renewal of her Missouri insurance producer license, which is set to expire on August 14, 2010.
6. Sasz Kisslinger is the president of Missouri Public Entity Benefits, Inc. The Department issued Missouri Public Entity Benefits, Inc. ("MoPEB") a business entity insurance producer license (No. 8023500) to conduct insurance business in Missouri on September 12, 2007, which has subsequently been renewed and will expire on September 12, 2011. Missouri Public Entity Benefits, Inc. is registered with the Missouri Secretary of State as

a Missouri corporation.

7. Sasz Kisslinger co-owns MoPEB with her husband, Kerry Kisslinger, also a licensed insurance producer (No. 0348013), who is the secretary of MoPEB. Kerry Kisslinger also notified the Department that he now resides in the state of Texas at 4106 Windy Woods Court, Kingwood, Texas, 77345-1287.
8. Until approximately May, 2010, MoPEB, owned and operated by Sasz Kisslinger and her husband, conducted business at 6314 Route B, Jefferson City, Missouri 65101.
9. In June, 2010, MoPEB notified the Department that its new business address is 2350 Old Nome Road, China, Texas, 77613, or P.O. Box 579, China, Texas 77613, and changed its domicile state for its licensure from Missouri to Texas.
10. After receiving complaints against MoPEB and as part of its investigation, the Department properly served, on April 21, 2010, a subpoena duces tecum upon MoPEB seeking the production of documents "including original applications and any copies or versions of applications." When MoPEB refused to produce the records, the Director of the Department, through counsel, filed an action seeking an order to compel the production of the records. *In re: Application of Director of Missouri Department of Insurance, Financial Institutions and Professional Registration for Order Compelling Production of Records*, Cole County Cir. Ct., No. 10AC-CC00262. The Court issued its Order compelling the production of the original applications and any copies or versions.
11. Department investigators visited MoPEB on April 21 and 22, 2010 to obtain the original health insurance applications from MoPEB submitted by all applicants. On April 22, 2010, MoPEB provided some original applications and/or copies in response to the Court's Order.
12. Thereafter, the Department issued a subpoena duces tecum to Sasz Kisslinger, pursuant to which she appeared at the Department and testified under oath on June 2, 2010.
13. Sasz Kisslinger testified that she managed and was in charge of the MoPEB office, its operations, and employees. Her husband, Kerry Kisslinger, was in charge of sales for MoPEB.
14. Sasz Kisslinger supervised and directed Leigh Boyce ("Boyce"), vice president of operations. As part of her duties, Boyce was responsible for insurance applications and insurance quotes. Boyce is not a licensed insurance producer.
15. Completed health insurance applications would come from the public entities by fax, email, mail, or hand-delivered by MoPEB producers. MoPEB would scan the applications and forward them to the health insurer.
16. At all times relevant to this Petition, MoPEB, Ashley Sasz Kisslinger and Kerry Kisslinger were recognized agents of John Alden Life Insurance Company (an Assurant

Health company). According to the Assurant Health Group Insurance Enrollment Form (i.e., health insurance application), "Assurant Health is the brand name for products underwritten and issued by John Alden Life Insurance Company." For convenience, the health insurer will be referred to as Assurant.

17. Since at least August, 2009, MoPEB, its insurance producers, and its unlicensed employees, have engaged in whitening out information, adding information, and making other unauthorized alterations on health insurance policy applications at the direction and instruction of MoPEB and its owners, Ashley Sasz Kisslinger and Kerry Kisslinger.
18. Insurance producers misrepresent, alter or omit health conditions or information of applicants for health insurance in order to obtain more favorable quotes or rates for health insurance. This process is known in the insurance industry as "clean sheeting". As described in detail below, MoPEB, Sasz Kisslinger, and Kerry Kisslinger and their employees used the term "scrubbing" when describing the alteration or addition of information on a health insurance application.
19. As part of the continuing investigation after MoPEB ceased operations in May, 2010, Carrie Couch, Special Investigator, and now Chief of Investigations, spoke with former employees who worked for MoPEB, Ashley Sasz Kisslinger, and Kerry Kisslinger. The information provided by the former employees includes the following:
 - a. Sasz Kisslinger and Boyce spoke openly to MoPEB staff of "scrubbing apps." At MoPEB, the term "scrubbing apps" meant to add information to a health insurance application that may have been blank (height or weight) or to otherwise change a health insurance application without the applicant's consent.
 - b. The scrubbing of applications and forging of signatures by MoPEB, Sasz Kisslinger and their employees took place at least since August 2009, but increased dramatically in October and November 2009 (open enrollment period).
 - c. Sasz Kisslinger said to MoPEB employees that the groups (public entities) would get better quotes if they (MoPEB employees) whitened out the unhealthy weights and put healthier weights in place of the unhealthy ones.
 - d. Sasz Kisslinger and/or Boyce instructed MoPEB staff to add in heights and weights that were missing on health insurance applications.
 - e. Sasz Kisslinger and/or Boyce told MoPEB staff to whiteout prescription information on health insurance applications.
 - f. Sasz Kisslinger and/or Boyce told MoPEB staff to whiteout medical and health history information on health insurance applications.
 - g. One employee stated that she concluded Sasz Kisslinger did not have authority or permission from the health insurance applicants to scrub, whiteout or change

applications, because Sasz Kisslinger told the employees to "make sure the handwriting looks the same."

- h. An employee saw Boyce hold an application up to a window and trace a signature on a clean application.
 - i. Boyce told one employee: "I told Ashley [Sasz Kisslinger] they were going to get into trouble for this because it's illegal."
 - j. After the Department's investigators visited MoPEB [on April 21 and 22, 2010], Sasz Kisslinger and Boyce said that someone must have turned them in for scrubbing applications.
 - k. Boyce told Sasz Kisslinger that she got rid of the really bad applications. Boyce put them in a shred box under her desk, not the "Shred It" box. ["Shred It" is a company which provides on-site shredding services.]
 - l. Also after the Department's investigators visited the MoPEB office, Ashley instructed staff to keep the blinds shut and the door locked. She also instructed an employee to contact the shred company, "Shred It", and ask them to make a special trip to the MoPEB offices to shred documents. "Shred It" was only scheduled to come to the MoPEB offices once a month to shred documents.
 - m. Sasz Kisslinger and Boyce told at least one employee not to release anything to the Department of Insurance.
20. Because Sasz Kisslinger, and her staff acting at her direction, scanned and emailed or faxed the "scrubbed" or altered applications to Assurant, the original application from the public entity employee or the application at the MoPEB office which may contain clean sheeting or alterations were never sent to Assurant.
21. By "scrubbing", adding false information, or by altering information on the applications, MoPEB and Sasz Kisslinger intentionally failed to provide true and accurate health information to Assurant for dozens of applications sent to Assurant which issued policies based on the applications.
22. Assurant, relying upon Sasz Kisslinger's and her staff's false and fraudulent applications, provided health insurance coverage for the applicants, although it did not have adequate and accurate information to properly or adequately underwrite the health insurance policies.
23. The health insurance applications that were scrubbed or altered by Sasz Kisslinger and her employees, and based upon which Assurant provided coverage to the applicants, include, but are not limited to, health insurance applications from the Jasper County Sheltered Facilities Board and Macon Municipal Utilities.

24. The following few examples illustrate the scrubbing, adding false information or altering of information by Sasz Kisslinger and by her employees at her direction and authority. The information contained in the health insurance applications is discussed generally to safeguard the protected health information of the applicants used in these examples. Also, to safeguard their identity, applicants have been assigned a number or letter for designation. Furthermore, as the Director has reviewed the health insurance applications, the identity of the applicants and the specifics contained in the applications are known to the Director.

a. Macon Municipal Utilities Applicant #1

On June 30, 2010, Applicant #1 met with Carrie Couch, Chief of Investigations, regarding their health insurance application submitted to MoPEB.

In Section E – Medical History, Applicant #1 listed two medications and listed the health condition for which the medications were used.

In the application provided by MoPEB to the Department, the condition Applicant #1 had listed for each medication was whited out and another word for a different condition is written in. Holding the application to the light, the Applicant's listed condition can be seen underneath the white out.

In the application forwarded by MoPEB to Assurant and then provided by Assurant to the Department, the Applicant's listed condition does not appear in Section E of the application, only the condition written in by MoPEB.

Applicant #1 did not authorize anyone, including MoPEB and its employees, to change the application. Further, no one from MoPEB contacted Applicant #1 requesting clarification or asking if MoPEB could change the information submitted on the application.

b. Macon Municipal Utilities Applicant #2

On June 30, 2010, Applicant #2 met with Carrie Couch regarding their health insurance application submitted to MoPEB.

Applicant #2 had marked "Yes" to questions 3, 4.a, and 4.b in Section E – Medical History of the application. Question 3 asks the applicant to circle all conditions that apply, and a list of conditions is provided. Applicant #2 circled a condition. Applicant #2 also inserted corresponding detailed explanations in Section F – Medical History Details for each question Applicant #2 answered "Yes" in Section E.

In the application provided by MoPEB to the Department, the "Yes" boxes which Applicant #2 had marked with a checkmark to questions 3, 4.a, and 4.b in Section E – Medical History of the application had been whited out, with new "Yes"

boxes hand-drawn to give the appearance that the boxes were not marked. Instead, for questions 3, 4.a, and 4.b in Section E – Medical History, the “No” boxes have been checked.

Also in the application provided by MoPEB to the Department, all of the information listed by Applicant #2 in Section F – Medical History Details has been whited out. When holding the application up to the light, one can see Applicant #2’s hand-written explanation under the white out.

In the application forwarded by MoPEB to Assurant and then provided by Assurant to the Department, all questions in Section E – Medical History are checked “No”. However, where Applicant #2 had circled a condition in response to question 3, that item was still circled even though the question was marked with a “No” answer on the application forwarded by MoPEB to Assurant.

In the application forwarded by MoPEB to Assurant and then provided by Assurant to the Department, there is nothing written in Section F – Medical History Details.

Applicant #2 did not authorize anyone, including MoPEB and its employees, to change the application. Further, no one from MoPEB contacted Applicant #2 requesting clarification or asking if MoPEB could change the information submitted on the application.

c. Macon Municipal Utilities Applicant #3

On June 30, 2010, Applicant #3 met with Carrie Couch regarding their health insurance application submitted to MoPEB.

Applicant #3 marked the box for “Yes” to questions 2, 4.a, 4.b, and 4.c in Section E – Medical History of the application.

Applicant #3 completed Section F – Medical History Details for each of the four questions marked “Yes” in Section E. Applicant #3 listed three health diagnoses/conditions as the explanation for the “Yes” responses to questions in Section E.

In the application provided by MoPEB to the Department, the entire page completed by Applicant #3 containing Section E – Medical History has been marked with a large “X”. A new page is inserted into the application with the response to all questions in Section E indicated as “No”.

In the application provided by MoPEB to the Department, Section F – Medical History Details completed by Applicant #3 is marked out by four slashes “//”. A new clean page is inserted, with nothing written in Section F.

In the application forwarded by MoPEB to Assurant and then provided by Assurant to the Department, all questions in Section E – Medical History are marked “No”. Also, there is nothing written in Section F – Medical History Details.

Applicant #3 did not authorize anyone, including MoPEB and its employees, to change the application. Further, no one from MoPEB contacted Applicant #3 requesting clarification or asking if MoPEB could change the information submitted on the application.

d. Macon Municipal Utilities Applicant #4

On June 30, 2010, Applicant #4 met with Carrie Couch regarding their health insurance application submitted to MoPEB.

Applicant #4 listed multiple children, in addition to Applicant #4, who were to be covered by the health insurance policy. In Section E – Medical History, Applicant #4 included four medications for Applicant #4 and listed the conditions the medications were used for. Applicant #4 also lists medications for two children along with the conditions for use.

In Section E – Medical History, Applicant #4 marked “Yes” to questions 4.a, 4.b, 6.a, and 6.d. In response to question 6.d, Applicant #4 marked “Yes” and filled in the “Diagnosis” line with three diagnoses, and circled three types of treatment for the “Treatment” question.

In the application provided by MoPEB to the Department, the entire page completed by Applicant #4 containing Section E – Medical History has been marked with a large “X”. A new page is inserted into the application. The new page only lists three of the four medications originally listed by Applicant #4 for themselves.

The new page for Section E – Medical History no longer lists any medications for the two children.

Furthermore, the new Section E page only includes one “Yes” response, to question 6.a., where previously four questions were answered affirmatively by Applicant #4. Specifically with regards to question 6.d, which Applicant #4 answered with details regarding diagnosis and treatment, the MoPEB new page answers “No” to question 6.d and does not include the diagnosis and treatment indicated by Applicant #4.

Applicant #4 submitted detailed responses about Applicant #4 and the children in Section F – Medical History Detail, for each of the four questions to which Applicant #4 had marked “Yes”.

In the application provided by MoPEB to the Department, the entire page completed by Applicant #4 containing Section F -- Medical History Details has been marked with a large "X". A new page is inserted into the application. On the new page inserted by MoPEB, no information is included in Section F -- Medical History Details.

In the application forwarded by MoPEB to Assurant and then provided by Assurant to the Department, only question 6.a has been marked "Yes". Questions 4.a, 4.b, and 6.d in Section E -- Medical History are marked "No". Also, there is nothing written in Section F -- Medical History Details.

Applicant #4 did not authorize anyone, including MoPEB and its employees, to change the application. Further, no one from MoPEB contacted Applicant #4 requesting clarification or asking if MoPEB could change the information submitted on the application.

e. Jasper County Sheltered Facilities Board Applicant A

On May 24 or 25, 2010, Applicant A met with Carrie Couch regarding their health insurance application submitted to MoPEB. Applicant A and Couch reviewed the original application completed by Applicant A which had been submitted to MoPEB by facsimile.

Applicant A explained to Couch that the employee's "Height" (in Section E -- Medical History) had been left blank when Applicant A submitted the application to MoPEB.

In the application provided by MoPEB to the Department, MoPEB inserted the height 5' 9". Applicant A, however, told Couch their actual height which is significantly shorter than 5' 9".

In the application forwarded by MoPEB to Assurant and then provided by Assurant to the Department, Applicant A's height is listed as 5' 9".

Applicant A did not authorize anyone, including MoPEB and its employees, to change or add information to the application. Further, no one from MoPEB contacted Applicant A requesting clarification regarding Applicant A's height or asking if MoPEB could add the information submitted on the application.

f. Jasper County Sheltered Facilities Board Applicant B

On May 24 or May 25, 2010, Applicant B met with Carrie Couch regarding their health insurance application submitted to MoPEB. Applicant B and Couch reviewed the original application completed by Applicant B which had been submitted to MoPEB by facsimile.

In Section E – Medical History in the original application, Applicant B marked “Yes” to five questions: questions 4.b, 5, 6.b, 6.c, and 6.d. Also in Section E, Applicant B included specific information relating to the conditions acknowledged in each sub-question of question 6, including writing out the specific condition. Applicant B also circled the treatment received for the condition.

In the original application, Applicant B included extensive information in Section F – Medical History Details (page 3 of the application) in response to each question in Section E that was answered in the affirmative, listing multiple diagnoses in Section F.

In Section E of the application provided by MoPEB to the Department, the marks in the “Yes” boxes for questions 4.b, 5, 6.c, and 6.d have been whited out and the “No” boxes marked. An attempt was made to redraw the “Yes” boxes that had been whited out. The condition written in by Applicant B has been whited out and when held to light, the condition can still be seen beneath the white out. The treatments Applicant B had are crossed through with wavy lines.

Regarding Section F, the application provided by MoPEB to the Department contains a new, clean page 3 of the application showing no details or explanations for questions answered affirmatively in Section E.

In the application forwarded by MoPEB to Assurant and then provided by Assurant to the Department, questions 4.b, 5, 6.c, and 6.d are marked “No”. The words that had been circled by Applicant B, are crossed through with wavy lines. Section F has no information written in.

Applicant B did not authorize anyone, including MoPEB and its employees, to change the application. Further, no one from MoPEB contacted Applicant B requesting clarification or asking if MoPEB could change the information submitted on the application.

g. Jasper County Sheltered Facilities Board Applicant C

On May 24 or May 25, 2010, Applicant C met with Carrie Couch regarding their health insurance application submitted to MoPEB. Applicant C and Couch reviewed the original application completed by Applicant C which had been submitted to MoPEB by facsimile.

In Section A – Employee Information, Applicant C listed a date in 2009 as their “Full-time Employment Date” with the Jasper County Sheltered Facilities Board.

In Section E – Medical History in the original application, Applicant C marked “Yes” to three questions: questions 2, 3, and 4.a. Applicant C underlined one condition in response to Question 2 and another in response to Question 3.

In Section F – Medical History Details in the original application, Applicant C responded with details regarding each of the three questions answered affirmatively in Section E, including the diagnosis.

In the application provided by MoPEB to the Department, the year, “09” of “Full-time Employment Date” for Applicant C in Section A is whited out and written over with “07”. MoPEB also whited out and wrote over information regarding the effective date of insurance coverage for Applicant C in Section H.

In Section E of the application provided by MoPEB to the Department, the marks in the “Yes” boxes for questions 2, 3 and 4.a have been whited out and the “No” boxes marked. An attempt was made to redraw the “Yes” boxes that had been whited out. Applicant C’s underlining of conditions questions 2 and 3 remained, even though those questions have “No” marked in the application provided by MoPEB to the Department.

All information hand-written by Applicant C in Section F has been-whited out by MoPEB. By holding the document to the light, the information originally written by Applicant C can be discerned. The application provided by MoPEB to the Department contains none of the details or explanations Applicant C had included on the application.

In the application forwarded by MoPEB to Assurant and then provided by Assurant to the Department, all of the questions in Section E – Medical History are marked “No” (although the underlining remains on the words underlined by Applicant C). Also in the application forwarded by MoPEB to Assurant and then provided by Assurant to the Department, Section F is completely blank. Assurant’s copy of the application only shows the dates of employment and coverage as changed by MoPEB, not Applicant C’s original information.

Applicant C did not authorize anyone, including MoPEB and its employees, to change the application. Further, no one from MoPEB contacted Applicant C requesting clarification or asking if MoPEB could change the information submitted on the application.

h. Jasper County Sheltered Facilities Board Applicant D

On May 24 or 25, 2010, Applicant D met with Carrie Couch regarding their health insurance application submitted to MoPEB. Applicant D and Couch reviewed the original application completed by Applicant D which had been submitted to MoPEB by facsimile.

In Section E – Medical History in the original application, Applicant D marked “Yes” to questions 3, 4.b and 6.d. In responding to 6.d, Applicant D wrote in a condition for the diagnosis.

In Section F – Medical History Detail in the original application, Applicant D provided details regarding the affirmative answers to questions 3, 4.b, and 6.d. in Section E.

In Section E of the application provided by MoPEB to the Department, the marks in the “Yes” boxes for questions 4.b and 6.d have been whited out and the “No” boxes marked. An attempt was made to redraw the “Yes” boxes that had been whited out. The condition written by Applicant D for the diagnosis in response to question 6.d. remains even though the “Yes” answer to question 6.d was whited out and marked “No”.

In Section F of the application provided by MoPEB to the Department, Applicant D’s detail response to questions 4.b and 6.d have been whited out.

In the application forwarded by MoPEB to Assurant and then provided by Assurant to the Department, only question 3 in Section E is responded to with a “Yes”, and only that question is discussed in Section F for medical history details. However, Applicant D’s hand-written condition in response to question 6.d is on the application provided by Assurant to the Department.

Applicant D did not authorize anyone, including MoPEB and its employees, to change the application. Further, no one from MoPEB contacted Applicant D requesting clarification or asking if MoPEB could change the information submitted on the application.

25. Sasz Kisslinger and her employees acting at her direction and under her authority made false and fraudulent statements or representations on or relative to health insurance applications for the purpose of obtaining a fee, commission, money or other benefit from an insurer, agency, broker or other person.
26. On July 12, 2010, Chief of Investigations Carrie Couch mailed a letter to MoPEB requesting information and an explanation regarding a complaint received by the Department in July, 2010 against MoPEB. The letter was sent, postage prepaid, first class mail, to one of the addresses provided by MoPEB: P.O. Box 579, China, Texas, 77613. The U.S. Post Office did not return the letter as undeliverable.
27. Pursuant to 20 CSR 100-4.100, MoPEB’s response was due twenty calendar days from the date of postmark, or August 2, 2010. Sasz Kisslinger, as president of MoPEB, failed to respond to the Department’s inquiry. Sasz Kisslinger has failed to provide a reasonable justification for MoPEB’s failure to respond to the inquiry.

CONCLUSIONS OF LAW

28. Section 375.141 RSMo (Supp. 2009)¹ provides, in part:

1. The director may suspend, revoke, refuse to issue or refuse to renew an insurance producer license for any one or more of the following causes:

* * *

(2) Violating any insurance laws, or violating any regulation, subpoena or order of the director or of another insurance commissioner in any other state;

* * *

(8) Using fraudulent, coercive, or dishonest practices, or demonstrating incompetence, untrustworthiness or financial irresponsibility in the conduct of business in this state or elsewhere[.]

29. 20 CSR 100-4.100, Required Response to Inquiries by the Consumer Affairs Division, provides in relevant part:

(2) Except as required under subsection (2)(B)—

(A) Upon receipt of any inquiry from the division, every person shall mail to the division an adequate response to the inquiry within twenty (20) days from the date the division mails the inquiry. An envelope's postmark shall determine the date of mailing. When the requested response is not produced by the person within twenty (20) days, this nonproduction shall be deemed a violation of this rule, unless the person can demonstrate that there is reasonable justification for that delay.

(B) This rule shall not apply to any other statute or regulation which requires a different time period for a person to respond to an inquiry by the department. If another statute or regulation requires a shorter response time, the shorter response time shall be met. This regulation operates only in the absence of any other applicable laws.

30. Section 375.144 states:

It is unlawful for any person, in connection with the offer, sale, solicitation or negotiation of insurance, directly or indirectly, to:

(1) Employ any deception, device, scheme, or artifice to defraud;

(2) As to any material fact, make or use any misrepresentation, concealment, or suppression;

¹ All statutory references are to RSMo (Supp. 2009) unless otherwise indicated.

- (3) Engage in any pattern or practice of making any false statement of material fact; or
 - (4) Engage in any act, practice, or course of business which operates as a fraud or deceit upon any person.
31. Section 375.934 RSMo 2000 states:
- It is an unfair trade practice for any insurer to commit any practice defined in section 375.936 if:
- (1) It is committed in conscious disregard of sections 375.930 to 375.948 or of any rules promulgated under sections 375.930 to 375.948; or
 - (2) It has been committed with such frequency to indicate a general business practice to engage in that type of conduct
32. Pursuant to § 375.936 RSMo 2000, any of the following practices, if committed in violation of § 375.934, are defined as unfair trade practices in the business of insurance:
- (7) “Misrepresentation in insurance applications”, making false or fraudulent statements or representations on or relative to an application for a policy, for the purpose of obtaining a fee, commission, money, or other benefit from any insurer, agent, agency, broker or other person[.]
33. Pursuant to 20 CSR 700-1.020(4)(B), an insurance producer “may be found to be materially aiding any acts in violation of law engaged in by an unlicensed individual under the supervision of that insurance producer.”
34. The principal purpose of § 375.141 RSMo is not to punish licensees, but to protect the public. *Ballew v. Ainsworth*, 670 S.W.2d 94, 100 (Mo. App. E.D. 1984).
35. Under Missouri law, when a letter is duly mailed by first class mail, there is a presumption that the letter was delivered to the addressee. *Schlereth v. Hardy*, 280 S.W.3d 47, 49 (Mo. 2009).
36. Sasz Kisslinger engaged in acts, practices, omissions, and/or courses of business constituting multiple violations of the insurance laws of Missouri by: (a) personally engaging in clean sheeting, “scrubbing” or altering health insurance applications without authorization submitted to Assurant for quotes, rates, and binding coverage; and (b) by directing and materially aiding both licensed producer MoPEB employees and unlicensed MoPEB employees to clean sheet, “scrub” or alter health insurance applications without authorization submitted to Assurant for quotes, rates, and binding coverage.
- a. By personally engaging in and by directing and materially aiding MoPEB employees to engage in clean sheeting, “scrubbing” or altering applications without authorization in connection with the offer, sale, solicitation or negotiation of insurance, directly or indirectly, Sasz Kisslinger employed a deception, device, scheme or artifice to defraud in violation of § 375.144(1).

- b. By personally engaging in and by directing and materially aiding MoPEB employees to engage in clean sheeting, "scrubbing" or altering applications without authorization in connection with the offer, sale, solicitation or negotiation of insurance, directly or indirectly, Sasz Kisslinger made or used misrepresentation, concealment or suppression as to any material fact in violation of § 375.144(2).
 - c. By personally engaging in and by directing and materially aiding MoPEB employees to engage in clean sheeting, "scrubbing" or altering applications without authorization in connection with the offer, sale, solicitation or negotiation of insurance, directly or indirectly, Sasz Kisslinger has engaged in a pattern or practice of making a false statement of material fact in violation of § 375.144(3).
 - d. By personally engaging in and by directing and materially aiding MoPEB employees to engage in clean sheeting, "scrubbing" or altering applications without authorization in connection with the offer, sale, solicitation or negotiation of insurance, directly or indirectly, Sasz Kisslinger engaged in an act, practice or course of business which operates as a fraud or deceit of insurers, applicants, and public entities in violation of § 375.144(4).
37. Sasz Kisslinger's violations of § 375.144(1), (2), (3), and (4) are grounds for refusal to renew her license under § 375.141.1(2) for violating insurance laws.
 38. Sasz Kisslinger engaged in the unfair trade practice of misrepresentation in insurance applications as defined in § 374.936(7). Sasz Kisslinger personally made or directed MoPEB employees to make false or fraudulent statements or representations on or relative to an application for a policy by clean sheeting, "scrubbing" or altering the applications for the purpose of obtaining a fee, commission, money, or other benefit from any insurer, agent, agency, broker or other person.
 39. Sasz Kisslinger committed the unfair trade practice of misrepresentation in insurance applications in conscious disregard of §§ 375.930 to 375.948, or any rules promulgated thereunder, or with such frequency to indicate a general business practice to engage in that type of conduct, in violation of § 375.934.
 40. Sasz Kisslinger's insurance producer license may also be refused under § 375.141.1(2) for committing the unfair trade practice of misrepresentation in insurance applications as set forth in § 375.936(7), in violation of § 375.934.
 41. The actions of Sasz Kisslinger of personally engaging in and directing MoPEB employees to engage in clean sheeting, "scrubbing" or altering health insurance applications constitute the use of fraudulent and dishonest practices and/or demonstrates incompetence and untrustworthiness in the conduct of business in this state. Therefore, Sasz Kisslinger's insurance producer license may also be refused under § 375.141.1(8).
 42. As the president of MoPEB and the person in charge of office operations, Sasz Kisslinger

failed to respond to a Division of Consumer Affairs inquiry directed to MoPEB regarding a complaint, as required by 20 CSR 100-4.100. This failure to respond constitutes cause to refuse to renew Sasz Kisslinger's insurance producer license under § 375.141.1(2) for violating 20 CSR 100-4.100.

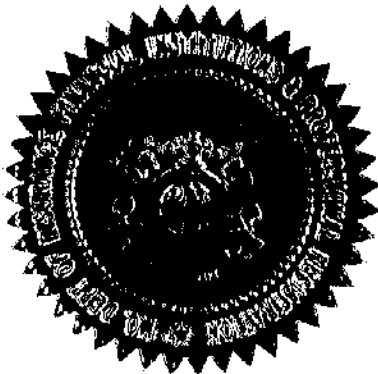
43. Based upon the foregoing violations, Sasz Kisslinger's insurance producer license may be refused under § 375.141.1(2) and (8).
44. In applying his discretion, the Director has considered the history of Sasz Kisslinger and all of the circumstances surrounding her Application. The egregious pattern and practice of altering and falsifying health insurance applications by Sasz Kisslinger and her employees at her direction and under her authority violates numerous Missouri insurance laws. The Consumer Affairs Division has presented only eight examples from dozens of health insurance applications that have been "scrubbed" or altered, without authorization from the applicants, by Sasz Kisslinger and her MoPEB staff at her direction. Furthermore, when requested to explain a new complaint, Sasz Kisslinger failed to respond to the Division of Consumer Affairs inquiry.
45. Granting renewal of Sasz Kisslinger's insurance producer license would not be in the interest of public, and, accordingly, the Director exercises his discretion by summarily refusing to renew Ashley Sasz Kisslinger's non-resident insurance producer license.
46. The requested order is in the public interest.

ORDER

IT IS THEREFORE ORDERED that renewal of the insurance producer license of Ashley Sasz Kisslinger is hereby summarily **REFUSED**.

SO ORDERED.

WITNESS MY HAND THIS 6TH DAY OF AUGUST, 2010.




JOHN M. HUFF
DIRECTOR

NOTICE

TO: Applicant and any unnamed persons aggrieved by this Order:

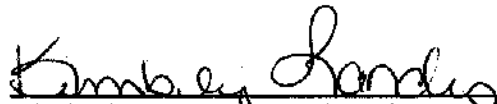
You may request a hearing in this matter. You may do so by filing a complaint with the Administrative Hearing Commission of Missouri, P.O. Box 1557, Jefferson City, Missouri 65102 within 30 days after the mailing of this notice pursuant to Section 621.120, RSMo. Pursuant to 1 CSR 15-3.290, unless you send your complaint by registered or certified mail, it will not be considered filed until the Administrative Hearing Commission receives it.

CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of August, 2010, a copy of the foregoing Notice and Order was served upon the Renewal Applicant and her counsel by certified mail.

Ashley Sasz Kisslinger
4106 Windy Woods Court
Kingwood, Texas
77345-1287
Certified Mail No. 7007-3020-0003-1572-4476

Mark Warren, Esq.
Ann Warren, Esq.
Inglish & Monaco, P.C.
237 East High St.
Jefferson City, MO 65101
Certified Mail No. 7007-3020-0003-1572-4483


Kimberly Landers, Legal Assistant